free competition and is practically subjected to a monopoly. Indeed, that is the very purpose of the restriction. Such a regulation would consequently seem to be unlawful. *State* v. *Reed*, 76 Miss. 211; *McConnell* v. *Pedigo*, 92 Ky. 465; 7 HARVARD LAW REVIEW, 494. Of the few cases to the contrary, there is but one in a court of last resort. *Railroad Co.* v. *Tripp*, 147 Mass. 35. The English cases on the subject are not applicable, as they are governed by the Railway and Traffic Act.

In the principal case the court sought to draw a distinction because, although one man was given the exclusive privilege of soliciting trade within the station, all were allowed the same platform facilities outside; therefore, it was urged, the circumstances were similar to the case of soliciting upon the train. Yet this does not seem to be true. While upon the train the passenger is under no necessity of providing for further transportation, and the carrier owes him no duty in that regard. As soon as he reaches the station, however, this need arises, and he hires a cab as soon as he sees a cabman, without waiting until he reaches the cabs outside of the station. Hence the greater facilities for employing the favored hackman create that virtual monopoly which is the ground of objection. On principle and authority, therefore, the case might better have been decided the other way.

INDORSEMENT UNDER AN ASSUMED NAME. — A recent case raises a very neat question with regard to the passing of title to a negotiable instrument by indorsement under an assumed name. *The First National Bank of Fort Worth, Texas*, v. *The American Exchange National Bank*, New York Supreme Court, Appellate Division, New York Law Journal, March 26, 1900. A swindler, writing from Fort Worth, Texas, signing himself A. W. Hudson, and fraudulently representing that he was the A. W. Hudson who actually owned certain real estate in Denver, managed after a prolonged correspondence with a broker in Denver to secure a loan of money on the supposed security of the Denver real estate. A draft on the defendant bank payable to A. W. Hudson was forwarded to Fort Worth, where it was received by the writer of the correspondence. He endorsed it to the plaintiff, a purchaser for value without notice of the fraud. The court held that the plaintiff, having purchased the draft *bona fide* from the person to whom it was sent and for whom it was intended, had secured a valid title.

In this and analogous cases the question as to whether a good title was passed to a *bona fide* purchaser depends on whether the indorser was or was not the person whom the drawer intended to designate as payee. In general the name of the payee designates him sufficiently, but the difficulty comes when the name inserted is not the true name of the person claiming to be payee. In such cases there may be other grounds of identification. Thus, where one is personally present, and a negotiable instrument is delivered to him by the maker who intends him to be the payee, he gets title, even though the instrument was made payable to a different person whose name the swindler had fraudulently assumed. Personal presence is regarded as a means of identification even surer than one's name. *Robertson* v. *Coleman*, 141 Mass. 231. But where one who is not personally present is designated by a name, the name is generally the only ground of identification, and only the person possessing that name can pass a good title. *Armstrong* v. *National Bank*, 46 Ohio St. 512.

These principles are familiar in the law of sales. *Edmunds* v. *Merchants' Transportation Co.*, 135 Mass. 283; *Barker* v. *Dinsmore*, 72 Pa. 427.

In the principal case there are two views which may be taken in determining whether the person whom the drawer intended to designate as payee was identical with the absent impostor who indorsed as payee: Did the drawer intend to make the draft payable to the person with whom the correspondence had been carried on, erroneously supposing him to be owner of the Denver real estate? Or did he intend the owner of the land to be payee, regardless of the man with whom the correspondence had been conducted? The court took the first of these two views, without considering the second, remarking that the facts were the same as if the swindler had been personally present. It is, however, evident that a distant correspondent can by no means be so clearly identified as a man present in person. The question as to which view more accurately represents the intention of the drawer is extremely close, and deserved further consideration than it received. Considering the favor with which a purchaser for value is regarded, the view taken in the principal case is probably the better; but if the evidence, which is very scantily given, showed that the drawer had from outside sources a distinct conception of the real A. W. Hudson, the owner of the real estate, and did not rely merely on the representations made in the correspondence, the case might well have gone the other way. *Cundy* v. *Lindsay*, 3 App. Cas. 459.

RECOVERY BY A MARRIED WOMAN FOR THE IMPAIRMENT OF HER EARNING CAPACITY. — An interesting question arising under the modern married women's property acts concerns the right of a married woman to recover damages for the impairment of her capacity to perform labor outside of her ordinary household work. At common law it is the husband only who can recover in such instance. He is absolutely entitled not only to the services of the wife in connection with the family, but also to whatever she may earn outside. *Buckley* v. *Collier*, 1 Salk. 114. Consequently, when the wife is injured, he may recover in a lump sum for the loss he sustains from his wife's inability to work for him or for others. But in the flood of legislation which has so completely altered the status of the married woman, it is in general expressly provided that the earnings of a wife from work performed on her sole and separate account shall remain her own, free from her husband's control. Under such a statute it has recently been held that, in an action by a married woman to recover for personal injuries, damages should be given for the impairment of her capacity to work outside the household. *Texas & Pacific Railway Co.* v. *Humble*, 97 Fed. Rep. 837 (C. C. A., Eighth Cir.). The conclusion reached in this case would seem to follow logically from the statute. If the earnings of a married woman for such outside work are no longer the property of the husband, but belong absolutely to his wife, it follows that she is the proper person to recover for the money she would have earned but for her incapacity. It is true that in many instances a married woman never has worked outside the household, and the probability that she will do so is too slight to allow recovery. Yet it is for the jury to assess in each case the value of the work which the plaintiff would probably have performed. The principal case represents the weight of authority. *Harmon* v. *Old Colony R. R. Co.*, 165 Mass. 100; *Brooks* v. *Schwerin*, 54 N. Y. 343.